



# OM INFRA LIMITED

(Formerly known as OM METALS INFRAPROJECTS LIMITED)

PLAZA, TOWER - III, 4TH FLOOR, SECTOR - 5, PUSHP VIHAR, SAKET,  
NEW DELHI-110 017 (INDIA)  
Tel. : 91 - 11 - 29565552 / 53 / 54 / 55, Fax : 91 - 11 - 29565551  
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CIN : L27203RJ1971PLC003414

Ref: OMIL/HR/DEL/2022/0028

Date: 20/06/2022

Mr- Ajay Yadav  
H No- 389, Sector-3,  
Jankipuram Vistar  
Dist. -Lucknow  
Uttar Pradesh- 226031.  
Mobile No. +91-9554499380  
Email Id: - ajay.me16oct@gmail.com

## Sub: Appointment for the post of "Asst. Engineer -Planning."

Dear Mr. Ajay,

With reference to your application and subsequent interview with us, management is pleased to appoint you as a position of "Asst. Engineer -Planning" on the following terms and condition.

### 01. DATE OF JOINING:

Your appointment takes effect from **20<sup>th</sup> June 2022.**

### 02. PLACE OF POSTING:

Your initial posting will be at SWSM Project Lucknow/Amroha (UP).

However, during employment with the Company, you may be posted / transferred to any of the offices / projects / divisions / departments / units of the Company or any of the Group companies, associates or affiliates either existing or to be set up anywhere in India or abroad, without any additional remuneration.

### 03. REMUNERATION / EMOLUMENTS:

Your CTC will be **Rs.30,000** /- (Rupees Thirty Thousand Only) per month inclusive of all allowances.

### 04. STATUTORY BENEFIT:

You will be eligible for statutory benefits as per the rules/norms.

### 05. PROBATION / CONFIRMATION:

You will initially be on probation for a period of six months from the date of your joining, which may be extended at the discretion of the management. Upon satisfactory completion of probation period, you will be confirmed in the company's employment and a letter of confirming you in employment will be issued by the company. During the period of probation, your services may be terminated without assigning any reason whatsoever.

**06. PERFORMANCE REVIEW:**

Review of future prospects in the Company shall entirely depend on your efficiency, hard work, conduct, regularity in attendance, attitude, potential to perform, individual competency development and such other relevant factors.

**07. MEDICAL FITNESS:**

Your employment is subject to being found medically fit by a qualified registered medical practitioner. You shall at any time in future be subject to medical examination as may be required by us to ascertain the state of your health. If you are declared medically unfit on such medical examination or if you refuse to subject yourself to such medical examination as required by procedure, you shall be deemed to have voluntarily resigned from employment with effect from the date the Registered Medical Practitioner declares you medically unfit or you fail to present yourself before the Registered Medical Practitioner for carrying out such medical examination.

**08. DUTIES AND RESPONSIBILITIES:**

- a. The company will expect you to work with a high standard of initiative, efficiency and economy and encourage and motivate people under you to achieve optimum output. You will perform, observe and confirm to such duties, directions and instructions assigned or communicated to you by the company and those in authority over you.
- b. You will devote your entire time to the work of the Company and will not undertake any direct/indirect business or work, honorary or remuneratory except with the written permission of the Management in each case. Contravention of this will lead to the termination of your service without any notice or any compensation in lieu of such notice. You shall not seek membership of any local or public bodies without first obtaining written permission from the management. In case if you are already member of any local or public bodies you have to declare at the time of your opportunity with respect to giving the details.
- c. You shall neither divulge nor give out information to any unauthorized person during the period of your service or even afterwards by word of mouth or otherwise particulars of details of our manufacturing processes, technical know-how, security arrangements, administrative and/or organizational matters of a confidential/secret nature, which may be your privilege to know by virtue of your being our employee.
- d. You shall keep confidential all the information and material provided to you by the Company or by its clients concerning their affairs, in order to enable the Company to perform the service. This also includes such information as is already known to the public which also you will not release, use or disclose except with the prior written permission of the company. Your obligation to keep such information confidential shall remain even on termination or cancellation of this employment.
- e. You will not enter into any commitments or dealings on behalf of the Company for which you have no clear authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company or those in authority over you.



- f. You will be responsible for the safe keeping and return in good condition and order of all properties of the company, which may be in your use, custody, care or charge. For the loss of any property of the company in your possession, the company will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction.

**09. RETIREMENT SUPERANNUATION:**

You will automatically retire from the service of the company on attaining the superannuation age of 58 years. From the record furnished by you, your date of birth is recorded in our official record as 16.10.1996.

**10. TERMINATION OF SERVICE AFTER CONFIRMATION:**

- (a) On confirmation, this contract can only be terminated by either party by giving one month's notice in writing or one month's salary in lieu thereof. During such notice period, you will remain actually present on your duty before leaving us. In case of your leaving company services, without giving any notice, the company shall have the right to deduct one month's salary/wages from your balance dues.
- (b) In case the prescribed notice is not given the company would reserve its right of initiating legal actions. However, company may relieve any employee before expiry of notice period and may waive of notice pay but in such situation, one must collect written confirmation from the HR Dept. of Company's having agreed to relieve early.
- (c) Under all circumstances, you are expected to hand over charge of your responsibilities before leaving the Company. A written confirmation of acknowledging charge of responsibility is must from the immediate superior or any other person as directed by management. In case you do not hand-over charge of responsibilities as prescribed above you will not be relieved from the responsibilities of the Company. The Company reserves its right of not settling dues till handing over complete charge mentioned details of responsibilities.
- (d) During probation period or after confirmation, the Company may terminate your services without giving any notice or notice pay in lieu of notice period on performance ground or if you are found to be guilty of any misconduct or breach of service conditions.
- (e) After confirmation, if you are found absent for continuous 8 days without prior express permission in writing of the management or if you proceed on leave without prior sanction or overstay the sanctioned leave without first getting it sanctioned then your services would be liable for termination purely at the discretion of the management without any reference to you.
- (f) You understand and agree that, notwithstanding anything contained herein the Company may terminate your employment with the Company forthwith and without notice, if you:-

- (i) Commit any criminal offence in India or in any other jurisdiction
- (ii) Willfully disobeys instruction of the Company or its Directors
- (iii) Breach the terms of this letter or any Company policy
- (iv) Engage in fraudulent, dishonest or criminal acts
- (v) Are guilty of any misconduct, misdemeanor or indiscipline
- (vi) Make false statement in connection with your application for employment.
- (vii) Joining of membership of any local body or public body without permission.

#### 11. CODE OF CONDUCT:

You shall abide by the internal regulations specified in the company's Code of conduct inter alia Confidentiality policy, Gift policy, Insider Trading and Policy on Sexual Harassment and any amendments thereof and /or other policies which may become applicable from time to time. Any violation/ breach thereof shall call for consequence management, which may include as disciplinary action for those found guilty of such misdemeanors, termination of services with immediate effect without any compensation. The Company expects all employees to comply with these regulations in letter and spirit.

#### 12. NOTICE PERIOD:

During probation, the notice period for termination of service shall not be applicable. After confirmation one month's notice on either side will become applicable i.e. in the event of termination of services, the company shall give one month's notice and in the event of you're leaving the company, you shall have to give the company one month's notice before release.

#### 13. GENERAL:

- a. You will be governed by the service rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the company that may come in force from time to time.
- b. Your age mentioned in the Matriculation / Higher Secondary Certificate/ Birth certificate will be deemed to be the conclusive proof of your date of birth. Any subsequent request for change in the date of birth latter will not be permitted.
- c. You will intimate in writing to the Management any change of address within a week from change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served on you.
- d. You will hand over the charge of letter of Authority or Power of Attorney issued to you or any property / material of the company in your possession at the time of cessation of your employment with the company.
- e. You shall be required to sign and abide by the Rules and Regulations which the Company has for this employment position level and shall undertake to sign such declarations that the company may demand from time to time.
- f. The company reserves the rights, subject to applicable law to amend the terms of this Agreement from time to time as legal requirement may dictate new guidelines to be included.



- g. You shall use internal e-mail, voice mail, computer systems etc. for work purposes and refrain from using them for personal purposes. Further, you agree that the Company may access or examine these systems from time to time, pursuant to the Company's business requirements and in order to check if you have observed the Company regulations or if there have been any illegal or improper affairs. You will have to share the password if any to accounts of your system by the management.
- h. During the continuance of your employment with us, you shall not undertake, carry on, participate in or associate yourself with any other business, trade or profession directly/indirectly in any capacity whatsoever except with the prior written approval of the company which may be given at the sole discretion of the management.
- i. You are expected to treat the following as strictly confidential
- Your salary, allowances, benefits, rewards.
  - The affairs of the Company and its customers of which you may be cognizant and particularly the drawings, documents, agreement, quotations, specifications and other manufacturing information.

#### 14. LEAVE

You will be entitled for leave as per company's rules enforce from time to time.

#### 15. ACCEPTANCE OF APPOINTMENT LETTER:

You are requested to convey your acknowledgment and acceptance of the terms & conditions of the appointment letter. Please sign the duplicate copy of this letter as a token of your acceptance of the terms and conditions mentioned above and return to us as soon as possible.

#### 16. JURISDICTION

That all disputes and differences are to be inquired and to be dealt with and are to be settled at Delhi and that the courts tribunal and/ or authorities at Delhi only shall have jurisdiction to entertain try and decide such disputes or differences arising out of or pertaining to this appointment.

17. **Please send the duplicate copy of this letter duly signed as a token of acceptance addressed to:**

**Human Resource Department –**  
NBCC Plaza, Tower-III,  
4<sup>th</sup> Floor, Sector-5,  
Pushp Vihar, Saket  
New Delhi-110017  
Email -: [hr@ommetals.com](mailto:hr@ommetals.com)

Any future correspondence should be addressed to the above mentioned address. Please note that you are expected to keep the salary package strictly confidential and not to share information regarding the salary with anyone except your close family members.

We look forward to your joining our team for a long, successful and pleasant association.

Sincerely yours,  
For **OM Infra Limited.**



**(R. K. Tiwari)**  
**Head - HR**

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**ACKNOWLEDGMENT & ACCEPTANCE**

I have read and understood the above terms and conditions of the contract of employment. All the terms and conditions are acceptable to me and I hereby undertake to abide all the terms and conditions, rules and regulations of the Company in force from time to time.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_